

MEMORANDUM OF AGREEMENT
CITY OF BOSTON
and
BOSTON POLICE DETECTIVES BENEVOLENT SOCIETY

Effective Date July 1, 1987
Expiration Date June 30, 1990

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, entered into by and between the City of Boston, hereinafter called the "City," and the Boston Police Detectives Benevolent Society, hereinafter called the "Society" is the product of collective bargaining conducted pursuant to Chapter 150E of the Massachusetts General Laws for the purpose of reaching a successor collective bargaining agreement to the Contract as amended between the City and the Society. Except where specifically amended by the provisions of this Memorandum of Agreement, all terms and provisions and conditions of the Agreement, as amended, in effect on June 30, 1987, are to remain in full force and effect, are incorporated into this memorandum of Agreement and are made a part of this memorandum of Agreement. The provisions of this Memorandum of Agreement are effective upon execution by the Mayor, unless specifically stated otherwise.

Amend ARTICLE XII as follows:

Effective March 24, 1988 the following paid detail rates shall be in force and effect:

A. Outside Details \$23.00 per hour

B. Inside Details \$20.00 per hour

Amend ARTICLE XIII to provide the following new section:

The requirement that injured/sick officers remain at home unless permitted to go elsewhere by the Police Commissioner is abolished upon ratification of this Agreement. The Police Commissioner shall immediately rescind all rules and regulations with respect to the foregoing requirement.

Amend ARTICLE XIII A by adding the following:

Sick leave buy back or redemption payments shall be paid to the employee no later than December 1 of each year.

Amend by inserting the following new Article, ARTICLE XIVA

The Department and the Union agree to commence, through the Joint Health and Safety Committee, a project which will lead to the formulation of a contractual provision relative to police officers who contract infectious diseases. The Joint Health and Safety Committee will accomplish this project no later than six (6) months from the date of ratification of this Agreement, and the parties hereto mutually agree to bargain collectively with respect to the findings and recommendations of the Joint Health and Safety Committee.

Amend ARTICLE XVI by adding the following new provision, Section 21.

Bullet Proof Vests.

The department shall provide to all employees who shall request same a bullet proof vest at no expenses to the employee. The wearing of said vest shall be solely and exclusively at the option of the employees, and the failure of an employee to wear said vest shall in no way be construed to be negligence or fault on the part of the employee.

The union and the department shall jointly take all reasonable measures to encourage employees to wear said vests.

Amend ARTICLE XVI by inserting new provision, Section 22.

PERSONAL LEAVE BENEFIT:

In each fiscal year, each employee shall be credited with and shall be entitled to four (4) personal leave tours.

At the option of each employee, all or any part of any employee's annual personal leave entitlement can be taken in the year of entitlement, can be redeemed for cash payment or, can be placed in a bank of accumulated, unused personal leave.

1. If an employee elects to redeem for cash all or any part of the annual personal leave entitlement, the employee must notify the City on each occasion of such election during the fiscal year involved; provided that the final election notice must be given by the employee no later than June 1, of each fiscal year.

The City will compensate the employees within thirty (30) calendar days of each such notice of redemption, on the basis on one-fourth (1/4th) of the employee's regular weekly compensation for each redeemed personal leave tour.

2. If an employee elects neither to take nor redeem all of any part of the employee's annual personal leave entitlement, during the accrual year, all such portion of unused or unredeemed leave shall be accumulated for the employee's death or retirement, the employee, or in the event of the

employee's death, then the beneficiary of the employee as designated on the form provided for the State-Boston Retirement System, shall receive a lump sum cash payment equal to one-fourth (1/4th) of the employee's regular weekly compensation at the time of such death or retirement for each accumulated personal leave tour to a maximum of twenty-four (24) such tours. Such payment shall be made no later than thirty (30) calendar days following the date of death or retirement. Employees who retire with more than twenty-four (24) accumulated personal leave tours will be allowed to use all such tours in excess of the twenty-four (24) tours to be compensated as leave in the year of and prior to the employee's retirement.

3. The employee must provide the Police Department with notice of an intention to take a personal leave tour no later than noontime on the calendar day immediately prior to the personal leave tour involved.

Amend ARTICLE XVI by deleting Section 20 and adding the following new Section 20:

VACATIONS

Effective on and after January 1, 1988, any employee who prior to January 1st, 1988, has commenced his or her twentieth (20th) year of service, shall receive one week of vacation in addition to the vacation leave to which such employee is already entitled under this agreement.

Vacation leave shall not be accumulated beyond the end of a calendar year, except that in the event that where sickness or duty related injury prevents an employee from taking his or her vacation leave in any particular year, such vacation leave may be taken in the next succeeding year, but in no event thereafter. If the employment of any employee entitled to a vacation under this agreement is terminated by dismissal through no fault or delinquency of his part or by resignation, retirement or death, without of his having been granted such vacation, he, or, in the case of his death, his estate, shall be paid as provided by law an amount in lieu of such vacation provided that no monetary or other allowance has already been made therefor.

If the employment of any employee entitled to vacation leave under this agreement is terminated by retirement or death without the employee having been granted such vacation, he, or in the event of his death, his estate, or his widow or next of kin, shall be paid as provided by Section 111 of Chapter 41 of the General Laws, an amount in lieu of such vacation; provided that no monetary or other allowance has already been made therefore. Employees entitled to a

fifth week of vacation under the agreement may elect to redeem said week in cash in lieu of utilizing said week as vacation. Redemption payment shall be paid to eligible employees no later than December 1 of each year.

Amend ARTICLE XVII by deleting sec. 1 and sec. 1A by inserting in place thereof the following:

COMPENSATION

Section 1.

The pay schedule for police officers set forth in rule 1 of the Police Department Compensation Plan dated January 6, 1965, as amended (hereinafter called "The 1965 Plan") shall be amended to provide the following salary schedules:

SALARY SCHEDULE

EFFECTIVE JULY 1, 1987 (6.5%)

<u>1</u>	<u>2</u>	<u>3</u>
425.41	476.65	527.93

EFFECTIVE JULY 1, 1988 (6.5%)

453.87	507.63	562.25
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EFFECTIVE JULY 1, 1989 (6.5%)

482.52	540.63	598.80
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Amend ARTICLE XVII, Section 2, by deleting Section 2 and inserting the following:

Section 2. Detective Differential.

- a. Effective July 1, 1987 each detective shall receive a differential of \$40.30 per week.
- b. Effective July 1, 1988 each Detective shall receive a differential of \$50.52 per week.
- c. Effective July 1, 1989 each Detective shall receive a differential of \$62.04 per week.

The Detectives differential shall be considered as a part of regular weekly compensation for the purposes of overtime and holiday pay and for purposes of sick, injury, vacations and other authorized leave compensation and for pension contribution computation to the extent permitted by law.

Amend ARTICLE XVII, Section 5 as follows:

Uniform and Clothing Allowance. Effective July 1, 1987, the annual uniform and clothing allowance shall be increased from \$440.00 to \$500.00.

Effective July 1, 1988 the annual clothing allowance shall be increased from \$500.00 to \$550.00.

Effective July 1, 1989, the annual clothing allowance shall be increased from \$550.00 to \$650.00.

Effective upon ratification of the Agreement, the City of Boston and the Boston Police Department shall incur the complete initial cost of all new equipment and clothing required by the Boston Police Department. In the event that the Department requires new pants, shirts (long sleeve and short sleeve), each officer shall be provided with three sets of each.

Amend ARTICLE XVII, Section 8, Weekend Differential, by deleting Section 8, as amended, and inserting in place thereof the following: Section 8.

In addition to any other regular or premium compensation to which Detectives are entitled, all members of the bargaining unit shall receive the following weekend differential to be considered as part of regular weekly compensation and shall be included in base pay for the purposes of computing overtime, court time, sick pay, injured pay, holiday pay, vacation pay, paid lunch time, and night differential and shall be considered regular compensation for pension and retirement to the extent permitted by law.

Effective July 1, 1987, the weekend differential is computed as five and thirty-one and one-hundredths percent (5.31%) of the base weekly compensation in effect on July 1, 1987.

Effective July 1, 1988, the weekend differential is computed as five and eighty-one one-hundredths percent (5.81%) of the base weekly compensation in effect on July 1, 1988.

Effective July 1, 1989, the weekend differential is computed as six and six one-hundredths percent (6.06%) of the base weekly compensation in effect on July 1, 1989.

Amend ARTICLE XVIII by deleting the current Article and inserting in place thereof:

DURATION OF AGREEMENT

Section 1.

This Agreement shall be effective as of execution by the Mayor unless specifically stated otherwise, and shall continue in full force and effect until superseded by a new collective bargaining agreement.

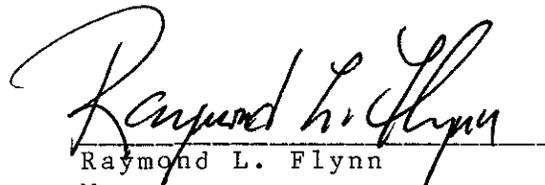
Section 2.

Either party shall notify the other of its proposals for an agreement to become effective on July 1, 1990, and the parties shall proceed forthwith to negotiate with respect thereto. Notification by the City shall be accomplished by delivering three copies of its proposals to the City of Boston Office of Labor Relations.

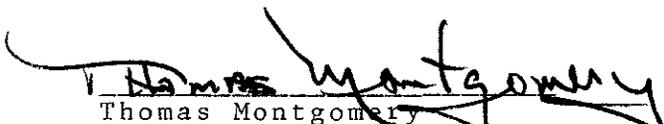
BOSTON POLICE DETECTIVES
BENEVOLENT SOCIETY

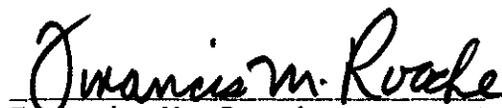
CITY OF BOSTON


Daniel J. Mahoney
President

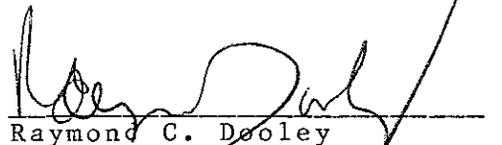

Raymond L. Flynn
Mayor

Date: August 8, 1988


Thomas Montgomery
Vice President


Francis M. Roache
Police Commissioner


John D. Poole


Raymond C. Dooley
Director of Administrative
Services

Leta J. McDonough

Felix Arroyo
Director of Personnel *F.A.*

APPROVED AS TO FORM:

Robert O'Reilly

Joseph I. Mulligan, Jr.
Corporation Counsel

Michael Muse, Esquire
Attorney for the Society

Cynthia S. Denton
Cynthia S. Denton, Supervisor
Office of Labor Relations

Louis Scrima
Special Assistant
Corporation Counsel
Office of Labor Relations

William Good
Director of Operations
Police Department

Paul Carr
Paul Carr
Sergeant Detective
Office of the Commissioner

Roy Hechavarria
Deputy
Team Police

Audrey Cutler
Audrey Cutler
Director of Labor Relations
Police Department

DEPARIMENTAL COMMUNICATION AND DEVELOPMENT SYSTEMS

The City of Boston, the Boston Police Department and the Boston Police Detectives Benevolent Society in order to achieve its jointly agreed upon goal of making the City a safer place for its citizens and visitors do agree on the establishment of a Communication and Development System (Systems) in and for the members of the Boston Police Detective's Benevolent Society.

PREAMBLE

The parties establish this system in order to improve whenever possible the efficiency of the Bureau of Investigative Services (the Bureau); to improve the quality of the Bureau's services; to improve the productivity and morale of the members of the bargaining unit to improve communications within the Bureau; and to improve communication between Detectives and their supervisors.

The parties agree that nothing contained in this system or in its implementation and/or administration is in any way a diminution of the Police Commissioner's authority to manage and direct the Police Department, including the Bureau. The Commissioner's and/or the City's authority, managerial prerogatives, administrative power derived from all applicable laws or statues including, but not limited to ch. 322 of the Acts of 1962, M.G.L. Chapter 150E, M.G.L. Chapter 31 continue without any modification by this Agreement.

The parties further agree that the form used to administer the system shall not be used in any manner which may result in an adverse employment decision affecting a Detective.

OPERATION

The Commissioner with his designees shall exercise his managerial prerogative to set the goals, objectives, methods of operation for the Bureau.

The Bureau Superintendent shall meet with the Union to inform it of the goals and objectives and to obtain feedback from the Union. All supervisor personnel are to be encouraged to seek input from their respective staffs on the goals, objectives and methods of operation. It is hoped that a full, free and frank exchange of views will assist the parties in fulfilling the system's objectives.

Once established the Detective and his or her immediate supervisor shall meet according to the following schedule:

- (A) An initial meeting to establish the objectives for the following year.
- (B) A mid year meeting to assess the established objectives, progress made problems encountered and to devise remedial actions necessary to accomplish goals.
- (C) An end of the year meeting to determine what objectives were met, problems encountered, any remedial actions necessary.

Nothing contained above precludes additional meetings between the Detective and his/her supervisor during the year as the need may arise

The records kept pursuant to this system shall be maintained in the Detectives' personnel file. A Detective has the right to review these records upon reasonable advance notice and to make a copy of

his/her Communications and Development System Form.

A Detective who feels that he/she is aggrieved by his/her supervisors year end determination shall have the right to:

(A) Attach written comments to the year end determination;

(B) Have the year end determination reviewed by the next supervisory level, which shall make written findings that are to be attached to the form; and

(C) Have the year end determination reviewed by a board composed of three people; one chosen by the Boston Police Detectives Benevolent Society, one chosen by the Bureau, one jointly agreed upon by the first two. These three persons shall review the forms, hear any explanations proffered by the detective and the Supervisor and make a written determination which shall become part of the year end determination.

This shall be the sole and exclusive method of contesting the comments. There shall be no access to the grievance procedure established under the contract and/or an appeal to the Civil Service Commission to dispute the comments obtained with forms.

SIDE LETTER

It is further agreed that the City and the Union shall execute a SIDE LETTER OF AGREEMENT relative to the use of "E" days for Union members on an administrative schedule, consistent with Special Order 86-44.